

# **EXHIBIT A**



Lieff Cabraser Heimann & Bernstein, LLP  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
t 212.355.9500  
f 212.355.9592

December 9, 2022

Jonathan D. Selbin  
Partner  
jselbin@lchb.com

**BY CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Matthew Everitt  
Vice President and General Counsel  
Mercedes-Benz USA  
1 Mercedes Benz Dr.  
Sandy Springs, GA 30328  
matthew.j.everitt@mbusa.com

Dr. Wolfgang Bartels  
Vice President and Group General Counsel  
Mercedes-Benz Group AG  
Corporate Headquarters  
Mercedesstraße 120  
70372 Stuttgart  
Germany  
dialog@mercedes-benz.com

CT Corporation System  
289 S. Culver St.  
Lawrenceville, GA, 30046

RE: Mercedes-Benz Subframe Failure

Dear Mr. Everitt and Dr. Bartels:

We write on behalf of Mr. Stephen Caggiano and Mr. Alexander Sowa, and all others similarly situated, to notify you that we believe that Mercedes-Benz USA and Mercedes-Benz Group AG have breached express and/or implied warranties, committed fraud, unjustly enriched themselves, and engaged in unfair and deceptive acts and other unlawful practices in connection with their manufacturing, advertising, marketing, and/or sale of Mercedes-Benz vehicles.

Matthew Everitt  
December 9, 2022  
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Mr. Caggiano, a Connecticut resident, owns a 2012 Mercedes-Benz C 300, which he purchased certified preowned from a Mercedes-Benz dealership in 2014. Mr. Sowa, a Rhode Island resident, owns a 2014 Mercedes-Benz C 300, which he purchased certified preowned from a Mercedes-Benz dealership in June of 2017. Both of these owners purchased a Mercedes-Benz with the reasonable expectation that the vehicle would be safe and dependable. Instead, they have faced thousands of dollars in repair costs to make their vehicles drivable. Both of these owners has taken meticulous care of his vehicle, having it regularly serviced either at a Mercedes-Benz service center or at a qualified independent mechanic.

We have learned of numerous individuals who have experienced this same problem. Many owners first learn that their subframes are dangerously corroded when they bring their vehicle in for routine yearly maintenance. Often these owners are told that the subframes could fail at any moment, making the vehicles too dangerous to continue driving. Others become aware of the defect when the subframe cracks while they are driving, causing the rear suspension to become destabilized and the back of the vehicle to fishtail or sway uncontrollably. Some owners have experienced damage to other parts of their vehicles as a result of the subframe failure, including dented gas tanks, ruptured tires, and corrosion to the vehicle's brake lines or suspension springs. Service center response varies from acknowledging that there is a widespread issue with premature subframe corrosion to labeling it normal "wear and tear."

Owners have reported that Mercedes-Benz dealers quote between \$4,000 and \$7,000 to replace the defective subframes. Some owners have incurred costs in excess of that amount because of damage to other parts of the vehicle as a result of the subframe failure. Subframe failure can strand drivers, so owners often incur additional costs such as roadside service, towing, and rental cars. Because the vehicles with subframe corrosion are dangerous to operate, service centers typically keep them for long periods while they diagnose the issue and perform repairs. As a result, owners are often left without a vehicle for days or even weeks, a significant and potentially costly inconvenience.

The safety risk posed by the defective subframes in Mercedes-Benz vehicles cannot be overstated: Sudden braking or rough road conditions can cause the subframe to crack while the vehicle is moving, which typically leads to the driver losing control and veering out of their lane. When a driver attempts to operate a vehicle with a subframe that has already failed, the rear of the vehicle is highly unstable, particularly when turning and braking. Our firm has spoken to numerous Mercedes-Benz owners who only narrowly avoided life-threatening accidents while driving well-maintained vehicles they believed to be safe. If an owner is left stranded when their subframe fails, they may face additional safety risks.

Further investigation has confirmed that this problem is widespread amongst Mercedes-Benz vehicle owners. Specifically, there have been numerous complaints both to the NHTSA and in online forums about subframe corrosion in Class C, GLK, SLK, and E vehicles.

Matthew Everitt  
December 9, 2022  
Page 3

Mr. Caggiano and Mr. Sowa allege that Mercedes-Benz USA and Mercedes-Benz Group AG knew of the tendency of their vehicles to exhibit premature subframe corrosion and willfully concealed this defect from consumers. Furthermore, Mercedes-Benz USA and Mercedes-Benz Group AG breached express and implied warranties by failing to disclose the defect and charging vehicle owners to repair the defect. In addition to constituting common law fraud and breach of warranties, these acts and practices also violate the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390, *et. seq.*, and other similar consumer protection statutes in other states. Mercedes-Benz USA and Mercedes-Benz Group AG engaged in the following proscribed deceptive acts:

- (1) representing that Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have,
- (2) representing that Defective Vehicles are of a particular standard, quality, and grade when they are not,
- (3) advertising Defective Vehicles with the intent not to sell them as advertised,
- (4) representing that a transaction involving Defective Vehicles confers or involves rights, remedies, and obligations which it does not, and
- (5) representing that the subject of a transaction involving Defective Vehicles has been supplied in accordance with a previous representation when it has not.

On behalf of Mr. Caggiano and Mr. Sowa, and all others similarly situated, we hereby demand that within thirty (30) days of receiving this letter, Mercedes-Benz USA and Mercedes-Benz Group AG agree to (1) inform us what actions, if any, Mercedes-Benz USA and Mercedes-Benz Group AG have taken to repair, fix, or rectify this issue in affected vehicles, (2) cease the deceptive practices described above, (3) correct, repair, replace, or otherwise fix the defective subframes in Mr. Caggiano's and Mr. Sowa's vehicles and other's affected vehicles at no cost, (4) compensate Mr. Caggiano and Mr. Sowa and all others harmed by these practices by reimbursing those individuals who paid for repairs out of pocket, and (5) repair this problem under warranty going forward. If Mercedes-Benz USA and Mercedes-Benz Group AG refuse to provide the demanded relief within 30 days, we will file a class action to seek from Mercedes-Benz USA and Mercedes-Benz Group AG compensatory and punitive damages, restitution, and any appropriate injunctive/equitable relief.

Matthew Everitt  
December 9, 2022  
Page 4

If you would like to discuss resolving these violations for all impacted consumers without the need for litigation, I invite you to contact me at any time. You can reach me at (212) 355-9500 ext. 6604, or jselbin@lchb.com. I look forward to hearing from you.

Very truly yours,



A handwritten signature in black ink, appearing to read "JS".

Jonathan Selbin

CC: Corpus Law Patel, LLC

## **EXHIBIT B**



Lieff Cabraser Heimann & Bernstein, LLP  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
t 212.355.9500  
f 212.355.9592

December 21, 2022

Jonathan D. Selbin  
Partner  
jselbin@lchb.com

Matthew Everitt  
Vice President and General Counsel  
Mercedes-Benz USA  
1 Mercedes Benz Dr.  
Sandy Springs, GA 30328  
matthew.j.everitt@mbusa.com

Dr. Wolfgang Bartels  
Vice President and Group General Counsel  
Mercedes-Benz Group AG  
Corporate Headquarters  
Mercedesstraße 120  
70372 Stuttgart  
Germany  
dialog@mercedes-benz.com

CT Corporation System  
289 S. Culver St.  
Lawrenceville, GA, 30046

RE: Mercedes-Benz Subframe Failure

Dear Mr. Everitt and Dr. Bartels:

I write to follow up on Lieff Cabraser Heimann & Bernstein's letter of December 9, 2022. In addition to the individuals named in our last letter, I now write on behalf of Mr. James Harris, Mr. Park C. Thomas, Mr. Thomas Koby, Mr. Raymond Robinson, Mr. Christopher Buckley and all others similarly situated, to notify you that we believe that Mercedes-Benz USA and Mercedes-Benz Group AG have breached express and/or implied warranties, committed fraud, unjustly enriched themselves, and engaged in unfair and deceptive acts and other unlawful practices in connection with their manufacturing, advertising, marketing, and/or sale of Mercedes-Benz vehicles.

Mr. Harris, a Pennsylvania resident, owns a 2013 Mercedes-Benz C 300, which he purchased new in 2014. Mr. Thomas, a Florida resident, owns a 2013 Mercedes-Benz C 300,

Matthew Everitt  
December 21, 2022  
Page 2

which he purchased in 2015 in a private sale. Mr. Koby, a Missouri resident, owns a 2010 Mercedes-Benz E 350, which he purchased from a family member in 2018. Mr. Robinson, a Massachusetts resident, owns a 2014 Mercedes-Benz E 350, which he purchased new from a Mercedes-Benz dealership. Mr. Buckley, a Connecticut resident, owns a 2014 Mercedes-Benz E 350, which he purchased certified preowned in 2015. Each of these owners purchased a Mercedes-Benz with the reasonable expectation that the vehicle would be safe and dependable. Instead, they have faced thousands of dollars in repair costs to make their vehicles drivable as the result of defective rear subframes. This defect causes the rear subframe to prematurely corrode and, in some cases, to fracture. Defective subframes are both costly to repair and highly dangerous. In the case of Mr. Buckley, the subframe failed while he was driving on the interstate, causing him to lose control of the vehicle and veer into a neighboring lane of traffic, only narrowly avoiding a serious accident. Each of these owners has taken meticulous care of his vehicle, having it regularly serviced either at a Mercedes-Benz service center or at a qualified independent mechanic.

We have learned of numerous individuals who have experienced this same problem. Many owners first learn that their subframes are dangerously corroded when they bring their vehicle in for routine yearly maintenance. Often these owners are told that the subframes could fail at any moment, making the vehicles too dangerous to continue driving. Others become aware of the defect when the subframe cracks while they are driving, causing the rear suspension to become destabilized and the back of the vehicle to fishtail or sway uncontrollably. Some owners have experienced damage to other parts of their vehicles as a result of the subframe failure, including dented gas tanks, bent torsion bars, ruptured tires, and corrosion to the vehicle's brake lines or suspension springs. Service center response varies from acknowledging that there is a widespread issue with premature subframe corrosion to labeling it normal "wear and tear."

Owners have reported that Mercedes-Benz dealers quote between \$4,000 and \$7,000 to replace the defective subframes. Some owners have incurred costs in excess of that amount because of damage to other parts of the vehicle as a result of the subframe failure. Subframe failure can strand drivers, so owners often incur additional costs such as roadside service, towing, and rental cars. Because the vehicles with subframe corrosion are dangerous to operate, service centers typically keep them for long periods while they diagnose the issue and perform repairs. As a result, owners are often left without a vehicle for days or even weeks, a significant and potentially costly inconvenience.

The safety risk posed by the defective subframes in Mercedes-Benz vehicles cannot be overstated: Sudden braking or rough road conditions can cause the subframe to crack while the vehicle is moving, which typically leads to the driver losing control and veering out of their lane. When a driver attempts to operate a vehicle with a subframe that has already failed, the rear of the vehicle is highly unstable, particularly when turning and braking. Our firm has spoken to numerous Mercedes-Benz owners who only narrowly avoided life-threatening accidents while driving well-maintained vehicles they believed to be safe. If an owner is left

Matthew Everitt  
December 21, 2022  
Page 3

stranded when their subframe fails, they may face additional safety risks.

Further investigation has confirmed that this problem is widespread amongst Mercedes-Benz vehicle owners. Specifically, there have been numerous complaints both to the NHTSA and in online forums about subframe corrosion in Class C, GLK, SLK, CLS, and E vehicles.

Mr. Harris, Mr. Thomas, Mr. Koby, Mr. Robinson, and Mr. Buckley allege that Mercedes-Benz USA and Mercedes-Benz Group AG knew of the tendency of their vehicles to exhibit premature subframe corrosion and willfully concealed this defect from consumers. Furthermore, Mercedes-Benz USA and Mercedes-Benz Group AG breached express and implied warranties by failing to disclose the defect and charging vehicle owners to repair the defect. In addition to constituting common law fraud and breach of warranties, these acts and practices also violate the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390, *et. seq.*, and other similar consumer protection statutes in other states. Mercedes-Benz USA and Mercedes-Benz Group AG engaged in the following proscribed deceptive acts:

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- (3) advertising Defective Vehicles with the intent not to sell them as advertised,
- (4) representing that a transaction involving Defective Vehicles confers or involves rights, remedies, and obligations which it does not, and
- (5) representing that the subject of a transaction involving Defective Vehicles has been supplied in accordance with a previous representation when it has not.

On behalf of Mr. Harris, Mr. Thomas, Mr. Koby, Mr. Robinson, Mr. Buckley and all others similarly situated, we hereby demand that within thirty (30) days of receiving this letter, Mercedes-Benz USA and Mercedes-Benz Group AG agree to (1) inform us what actions, if any, Mercedes-Benz USA and Mercedes-Benz Group AG have taken to repair, fix, or rectify this issue in affected vehicles, (2) cease the deceptive practices described above, (3) correct, repair, replace, or otherwise fix the defective subframes in Mr. Harris's, Mr. Thomas's, Mr. Koby's, Mr. Robinson's, and Mr. Buckley's vehicles and other's affected vehicles at no cost, (4) compensate Mr. Harris, Mr. Thomas, Mr. Koby, Mr. Robinson, Mr. Buckley and all others harmed by these practices by reimbursing those individuals who paid for repairs out of pocket, and (5) repair this problem under warranty going forward. If Mercedes-Benz USA and Mercedes-Benz Group AG refuse to provide the demanded relief within 30 days, we will file a class action to seek from

Matthew Everitt  
December 21, 2022  
Page 4

Mercedes-Benz USA and Mercedes-Benz Group AG compensatory and punitive damages, restitution, and any appropriate injunctive/equitable relief.

If you would like to discuss resolving these violations for all impacted consumers without the need for litigation, I invite you to contact me at any time. You can reach me at (212) 355-9500 ext. 6604, or jselbin@lchb.com. I look forward to hearing from you.

Very truly yours,



Jonathan Selbin

CC: Corpus Law Patel, LLC

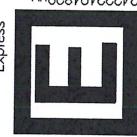
ORIGIN ID:AYZA (212) 355-9500  
Maya Nee  
Leif Cabraser Heimann & Bernstein  
250 Hudson  
8th fl  
NEW YORK CITY, NY 10013  
US

TO Dr. Wolfgang Bartels  
Mercedes-Benz Group AG  
Mercedesstraße 120  
Corporate Headquarters  
STUTTGART, BW 70372  
DE

SHIP DATE: 21DEC22  
ACTW/GT: 1.00 LB  
CAD: 1037.18545/NET4530  
BILL SENDER  
EIN/VAT:

2123559500

FedEx®  
Express



1224222101820U

(DE)

AWB

X3 ZWSA



PKG:ENV

TRK# 7708 5647 1770 Form 0430

A2

INTL PRIORITY

REF: 4274-0001 MNVL  
DESC1: Correspondence/No Commercial Value

DESC2:

DESC3:

DESC4:

EEI: NO EEI 30.37(a)

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CTRY/TERR MFR: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 0.00 USD

SIGN: Maya Nee  
TIC: S 312588976  
DT: S 312588976

The Montreal or Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract on the reverse.

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Service Guide

3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

2. Fold the printed page along the horizontal line.

1. Use the Print button on this page to print your label to your laser or inkjet printer.

After printing this label:

ORIGIN ID:AYZA (212) 355-9500  
SERVICES LIEFF CABRASER HEIMANN & BERNSTEIN  
250 HUDSON 8TH FL NEW YORK CITY NY 10013 UNITED STATES US

TO

CT CORPORATION SYSTEM  
289 S. CULVER ST.

SHIP DATE: 21DEC22  
ACTWTG: 1.00 LB  
CAD: 103718545/INET4530

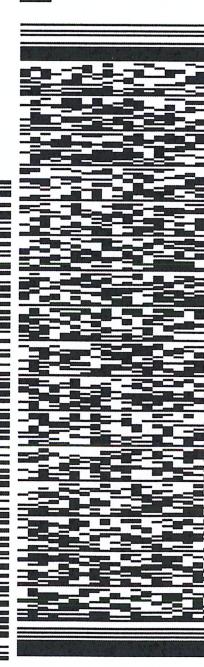
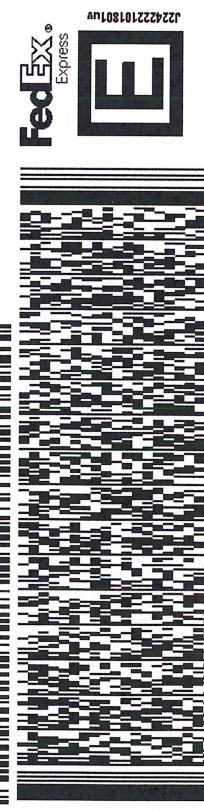
BILL SENDER

LAWRENCEVILLE GA 30046  
REF: 4274-0001/MN/LS

FedEx Ship Manager - Print Your Label(s)

DEPT:

TRK# 0201 7708 5630 4839

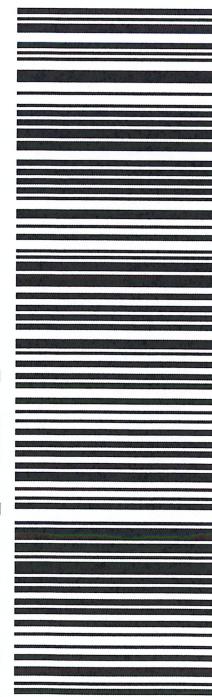


THU - 22 DEC 10:30A  
PRIORITY OVERNIGHT

TRK# 0201 7708 5630 4839

XG MGEA

30046 ATL  
GA-US



12/21/22, 4:28 PM

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the attorney's fees, costs, and other forms of damage whether direct, incidental, consequential value is \$1,000, e.g. jewelry, authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extrinsic value is \$1,000. e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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MAYA NEE  
LIEFF CABRASER HEIMANN & BERNSTEIN  
250 HUDSON  
8TH FL  
NEW YORK CITY, NY 10013  
UNITED STATES, US

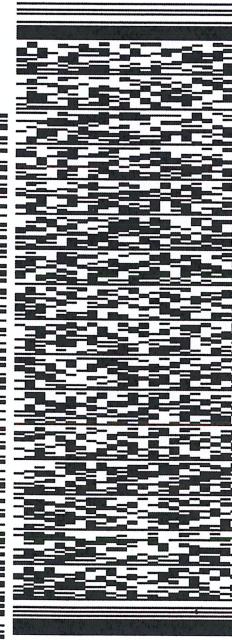
SHIP DATE: 21DEC22  
ACTWTG: 1.00 LB  
CAD: 103718545/NET4530

DEPT: BILL SENDER

TO **MATTHEW EVERITT**  
**MERCEDES-BENZ USA**  
**1 MERCEDES BENZ DR.**  
**VICE PRESIDENT AND GENERAL COUNSEL**  
**SANDY SPRINGS GA 30328**

REF: 4274-001 MNLS  
DEPT:  
(212) 355-9500  
INV. PO:

581J5/GCFF/FE2D



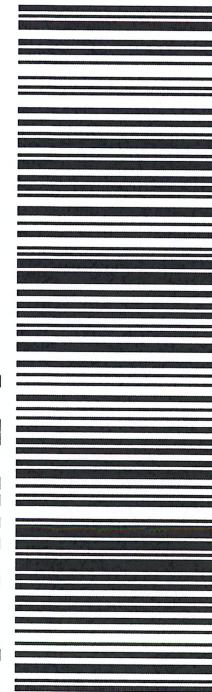
1. Use the Print button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

THU - 22 DEC 10:30A  
PRIORITY OVERNIGHT

TRK# 7708 5622 2478  
0201

XG TMAA

30328  
ATL  
GA-US



# **EXHIBIT C**



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34th Floor  
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**TROY M. YOSHINO**  
Partner  
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TYoshino@winston.com

CONFIDENTIAL

February 9, 2023

VIA E-MAIL

Jonathan D. Selbin, Esq.  
Lieff Cabraser Heimann & Bernstein, LLP  
250 Hudson Street, 8th Floor  
New York, NY 10013  
jselbin@lchb.com

**Re: Mr. Stephen Caggiano et al.**

Dear Mr. Selbin:

We write to timely respond—by agreement of the parties—to your letters dated December 9, 2022 and December 21, 2022, on behalf of your clients, Mr. Stephen Caggiano, Mr. Alexander Sowa, Mr. Michael Jacobs, Mr. James Harris, Mr. Park C. Thomas, Mr. Thomas Koby, Mr. Raymond Robinson, and Mr. Christopher Buckley, regarding alleged “subframe failure.” This response is not intended as, and does not constitute, an admission or a waiver of any defenses, rights, or remedies. This letter is confidential and is entitled to all applicable protections of law.

Your letters are ambiguous as to the laws your clients might seek to invoke. The only specific law cited is the Georgia’s Fair Business Practices Act, Ga. Code Ann. §§ 10-1-390, *et seq.* (“FBPA”). We therefore respond under the FBPA and object to the extent your clients contend they have met pre-litigation requirements as to any claim. Even as to the FBPA claim, your letters are insufficient because they fail to “reasonably describ[e] the unfair or deceptive act or practice relied upon and the injury suffered,” as required by Ga. Code Ann. § 10-1-399(b). By way of example, you have failed to provide the VIN numbers of the vehicles, or the specific dates of purchase and the purchase prices of the vehicles. Because of these defects, your letters do not meet the pre-suit notice requirements which are a “statutory prerequisite to the filing of a FBPA suit.” *Lynas v. Williams*, 454 S.E.2d 570, 573 (Ga. App. 1995).

Our clients deny that there is any systemic “defect” in the vehicles, much less any purported concealment of such a “defect.” For these and other reasons, the claims asserted in your letter are not legally cognizable and your clients are not entitled to any of the demanded relief.

Despite these circumstances, prior to receiving your first letter, our clients already had decided to extend the warranty on rear subframes of your clients’ vehicles (and others) to cover corrosion with perforation up to 20 years/unlimited miles from the vehicle’s original warranty start date, regardless of ownership. This step was taken to enhance the satisfaction of customers, and is not an admission of any

WINSTON  
& STRAWN  
LLP

February 9, 2023  
Page 2

“defect” or wrongdoing. The extended warranty also provides for the reimbursement of past expenses, such as the cost of replacement parts, labor, fees, and taxes, that were incurred due to a covered repair. The customer letter describing this voluntary program is attached as Exhibit 1.

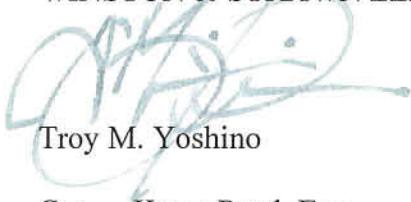
To obtain these benefits, your clients will need to present their vehicles (or proof of payment for a covered repair) at an authorized Mercedes-Benz dealership. We are willing to facilitate this process, though we will need VINs and other identifying information for your clients in order to do so. To be clear, our clients make this tender of settlement pursuant to Ga. Code Ann. § 10-1-399, and without conceding any violation of law or that any of your clients’ claims have merit.

The terms of this offer are fair and reasonable and provide more than the relief your clients could potentially receive under Ga. Code Ann. § 10-1-399(a). Among other things, if your clients have covered conditions, the extended warranty would satisfy your clients’ demands for monetary and injunctive relief. The availability of the extended warranty also eliminates any purported claims for other economic loss. Indeed, in similar circumstances where appropriate remedies are offered, courts have regularly dismissed putative class actions and other lawsuits. *See, e.g., Hadley v. Chrysler Group LLC*, 624 Fed. App’x 374, 376–80 (6th Cir. 2015); *Peckerar v. GM*, 2020 U.S. Dist. LEXIS 163784, at \*4 (C.D. Cal. May 27, 2020); *Cheng v. BMW of N. Am., LLC*, 2013 WL 3940815, at \*2–5 (C.D. Cal. July 26, 2013) (“As a practical matter, it is unclear how Plaintiff can demonstrate injury in light of BMW’s offer to completely repair the . . . defect.”).

If your clients reject this tender of settlement and insist on pressing the claims described in your letters, our clients will defend themselves accordingly, and reserve their right to seek reasonable attorneys’ fees and costs and all other remedies available to it. Please let me know if your clients would like to accept our offer of assistance.

Sincerely,

WINSTON & STRAWN LLP



Troy M. Yoshino

Cc: Ketan Patel, Esq.  
Andrew Kaufman, Esq.  
Muriel Kentfield-Kelleher, Esq.

Attachment

# **EXHIBIT D**

## Important Warranty Extension Information

A Mercedes-Benz Group AG Company  
 One Mercedes-Benz Drive  
 Sandy Springs, GA 30328  
 Phone: (800) 367-6372

**Mercedes-Benz Warranty Extension Coverage  
 Rear Subframe**

**This notice applies to your vehicle - VIN: ZZZZZXXXXXXNNNNMM**

Customer Name

Customer Address

Dear Mercedes-Benz Owner:

The purpose of this letter is to advise you of additional benefits that Mercedes-Benz USA, LLC (MBUSA) is providing to you regarding your vehicle ownership. In our continuing efforts to assure the proper performance of Mercedes-Benz products and to enhance the satisfaction of our customers, MBUSA has extended the warranty for the rear subframe on the models identified below from the original New Vehicle Limited Warranty of **4 years/50,000 miles to 20 years/unlimited miles**, and applies to the vehicle regardless of ownership.

Model Year	Model (platform)
2005 - 2011	SLK-Class (R171)
2012 - 2017	SLK-Class (R172)
2012 - 2016	CLS-Class (C218)
2013 - 2016	SL-Class (R231)

Model Year	Model (platform)
2008 - 2015	C-Class Sedan/Coupe (W/C204)
2010 - 2015	GLK-Class (X204)
2010 - 2016	E-Class Sedan/Wagon (W/S212)
2010 - 2017	E-Class Coupe/Cabrio (C/A207)

To keep your vehicle operating properly, we recommend maintaining and servicing your vehicle according to the intervals set forth in the Mercedes-Benz Maintenance Booklet. More frequent maintenance may be needed for vehicles under severe operating conditions such as dusty areas, very short trip driving, when towing, or driving in areas that use salt to keep roads clear of ice and snow.



**In the event the rear subframe experiences corrosion with perforation (holes), this warranty extension applies to the replacement of the rear subframe under the standard warranty terms and conditions of the New Vehicle Limited Warranty.**



**Replacement of the rear subframe under this warranty extension must be performed by an authorized Mercedes-Benz dealership.**

**This rear subframe warranty extension does not:**

- apply to any other components or conditions beyond the ones mentioned above. Standard warranty terms apply as identified in the Mercedes-Benz Service and Warranty Information Booklet.
- cover any costs you incur to maintain the vehicle in accordance with the recommended service and maintenance intervals as listed in the Mercedes-Benz Maintenance Booklet.

We hope you continue to enjoy your Mercedes-Benz vehicle and apologize for any inconvenience you may have experienced.

Sincerely,  
 Mercedes-Benz USA



**Important Warranty Extension Information**

A Mercedes-Benz Group AG Company  
 One Mercedes-Benz Drive  
 Sandy Springs, GA 30328  
 Phone: (800) 367-6372

Please contact your authorized Mercedes-Benz dealership for assistance or additional information related to this warranty extension coverage (or visit [www.mbusa.com](http://www.mbusa.com) to locate the nearest dealership). If your dealership is unable to remedy your situation, please contact us at 1-800-367-6372.

**Reimbursement to Customers for Covered Replacements Performed Prior to Receipt of this letter**

If your vehicle has exceeded the original warranty's mileage or time-period, and you previously paid for the replacement of a perforated rear subframe due to a covered condition, you may be eligible to receive reimbursement under this warranty extension.

Requests for reimbursement may include expenses for the Mercedes-Benz replacement parts, labor, fees and taxes. Requests for reimbursement costs that were not related to the aforementioned conditions will not be honored.

**Reimbursement may be limited to the amount the rear subframe replacement would have cost if completed by an authorized Mercedes-Benz dealership and replacement performed by a non-Mercedes-Benz dealership might not be reimbursed.**

**Reimbursement will be paid by a check from your authorized Mercedes-Benz dealership. The following documentation must be presented to your servicing or closest Mercedes-Benz dealership for reimbursement:**

Original or clear copy of **all** receipts, invoices and/or repair orders that show:

- The name and address of the person who paid for the rear subframe replacement.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What problem occurred, what replacement was done, when it was done, and who replaced it.
- Only Mercedes-Benz replacement parts were used for the replacement (if non MB parts, review on case by case basis).
- The total cost of the replacement expense that is being claimed.
- Proof of payment for the replacement (e.g., copy of front and back of cancelled check, or copy of credit card receipt, etc.).



**Important Warranty Extension Information**

A Mercedes-Benz Group AG Company  
One Mercedes-Benz Drive  
Sandy Springs, GA 30328  
Phone: (800) 367-6372

**Please place the enclosed warranty extension addendum to the inside back cover of your vehicle's Service and Warranty Information Booklet for future reference if necessary, as well as a copy of this letter.**

**Service and Warranty****Mercedes-Benz New Vehicle Limited Warranty Coverage Addendum****Warranty Coverage Extension – Rear Subframe**

This warranty extension applies to the replacement of the rear subframe in the event of significant corrosion including perforation of the steel.

The Mercedes-Benz New Vehicle Limited warranty on the rear subframe is extended to 20 years/ unlimited miles from the vehicle's original warranty start date.

Other components are not covered by this warranty extension.

This extension of the Mercedes-Benz New Vehicle Limited Warranty applies to these vehicles regardless of ownership.

All other warranty terms and exclusions apply to this extension.

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